

AFFILIATION AGREEMENT
BETWEEN
UNIVERSITY OF ALASKA FAIRBANKS
SCHOOL OF EDUCATION
AND
North Slope Borough School District

North Slope Borough School District (hereinafter the Affiliate) agrees to permit the University of Alaska Fairbanks School of Education (hereinafter UAF) to place students properly enrolled in a UAF 's Education and Counseling programs in its facility for a supervised, clinical or fieldwork experience subject to the following provisions.

A. UAF's RESPONSIBILITIES

1. UAF will conduct its program in conformity with all applicable state and federal laws and regulations.
2. UAF will select eligible students for a supervised clinical or fieldwork experience. Placements will be coordinated in accordance with established protocols within the Education and Counseling program.
3. UAF will inform the Affiliate of the purposes of the program and the educational level of and types of performance expected from students.
4. UAF will provide a faculty coordinator to act as liaison with the student and the Affiliate placement supervisor. The faculty coordinator will meet with the Affiliate placement supervisor once per semester to review each student's progress toward accomplishing course objectives and will solicit the assistance of the Affiliate in evaluating each student's progress.
5. UAF will require participating students to:
 - o Abide by the rules of dress and conduct and other reasonable regulations of the Affiliate and to exercise the highest degree of care when using the Affiliate's supplies and equipment.
 - o Contact the Affiliate field instructor if unable to work at scheduled times.
 - o Assume responsibility for any necessary make-up work resulting from absences.
 - o Follow the guidelines in the UAF practicum syllabus and the Education and/or Counseling Program Policies and Information.
 - o Take responsibility for working within the Affiliate's policies and procedures.
 - o Maintain confidentiality in accordance with the Affiliate's practices, Education and Counseling program policies and all respective professional codes of ethic.
6. UAF will require participating students to procure health insurance and to maintain such health insurance for the duration of the supervised, clinical experience.

B. AFFILIATE'S RESPONSIBILITIES

1. Affiliate will accept a mutually agreed-upon number of students for placement dependent upon the Affiliate's schedule and availability.
2. Affiliate will provide a qualified cooperating/mentor teacher, counselor, or field instructor to work with the student for the number of contact hours required by each individual program as dictated by the State Department of Education and Early Development and appropriate program accreditation agencies.

3. Affiliate will provide necessary instruction and supervision, as specified by each individual program, during the supervised fieldwork or clinical experience
4. Upon reasonable and proper notice, the Affiliate will allow legitimate educational accrediting bodies to examine the facility in conjunction with their review of UAF programs.
5. Affiliate shall inform students of site-specific safety hazards including emergency action plans.
6. Affiliate shall retain all records pertaining to each student for three years from the end of the student's relationship with Affiliate.

C. GENERAL PROVISIONS

1. There will be no monetary reimbursement from either party to the other for the mutual benefits received under this agreement, nor will any student be reimbursed for services performed incidental to this agreement.
2. Neither Party shall do, or permit anything to be done, which in any manner shall subject the other party to any liability as a result of this agreement. Both Parties shall be solely responsible for the supervision, acts, and omissions of their employees, subcontractors, and agents, if any. Each Party is responsible for its own negligence or wrongful actions according to applicable law. Neither Party shall have a contractual obligation to indemnify or hold harmless the other party.
3. Students placed with the Affiliate are covered for professional liability through a blanket University of Alaska policy through the Statewide Office of Risk Management. This coverage is only in place during academic semesters unless otherwise arranged with Risk Management. The University of Alaska understands that the Affiliate does not provide Workers' Compensation or General Liability insurance coverage for students' placement with the Affiliate, and the University of Alaska waives any requirement that the Affiliate carry such policies to cover students placed with the Affiliate.
4. The University of Alaska is an affirmative action/equal opportunity employer and educational institution and prohibits illegal discrimination against any individual. The University of Alaska and the Affiliate subscribe to the policy of equal opportunity and will not discriminate on the basis of race, religion, color, national origin, citizenship, age, sex, physical or mental disability, status as a protected veteran, marital status, changes in marital status, pregnancy, childbirth or related medical conditions, parenthood, sexual orientation, gender identity, political affiliation or belief, genetic information, or other legally protected status. The University of Alaska's commitment to nondiscrimination, including against sex discrimination, applies to students, employees, and applicants for admission and employment. Both institutions shall abide by these principles in the administration of this agreement and neither institution shall impose criteria which would violate the principles of non-discrimination. Both parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, and related regulations, and further shall comply with all applicable federal and state laws, rules, regulations, and Executive Orders. The University is required to follow Board of Regents' Policy and University Regulation regarding harassment and discrimination reporting and investigation, regardless of where the alleged conduct occurs; Affiliate agrees to cooperate with any related processes, including interim measures and investigation. Contact information, applicable laws, and complaint procedures are included on the University of Alaska's statement of nondiscrimination available at <https://www.alaska.edu/nondiscrimination>. See attached UAF Title IX Reference and Resource Guide.
5. All communications between the University of Alaska and the Affiliate shall adhere to the client and student confidentiality requirements of each of the parties. All obligations of the University of Alaska and the Affiliate regarding confidentiality and disclosure of information contained in this agreement shall survive the termination of this agreement and remain binding upon their successors and assigns.

6. All confidential information in the possession of the Affiliate which becomes available to a student or the University of Alaska by virtue of this agreement or the relationship created by the agreement shall be held in strict confidence by the student and the University of Alaska in compliance with (1) 45 C.F.R. Parts 160 and 164 under the Health Insurance Portability and Accountability Act (HIPAA) regarding individually identifiable health information; (2) 42 C.F.R. Part 2 regarding substance abuse treatment records; and (3) state law requirements relating to the privacy, security and administration of health information and other personally identifiable information, including but not limited to the Alaska Personal Information Protection Act. Such confidential disclosures that are made or become available to a student or the University of Alaska are made in reliance on this agreement.
7. Personally identifiable information from students' education records shall be disclosed only in accordance with the Family Educational Rights and Privacy Act (FERPA). The Affiliate and its officers, employees and agents may use information from education records only for the purposes for which the disclosure was made. The Affiliate and its officers, employees and agents shall not disclose information from education records to any other party without first having received written consent of the student and having obtained assurances that the other party will fully comply with the provisions of FERPA and that no further disclosure by such party shall be permitted. Affiliate shall, within one day of discovery, report to the University of Alaska any use or disclosure of information from education records that is not authorized under FERPA.
8. This agreement shall become effective on the latest date of signature appearing below, and shall remain in effect for five (5) years unless terminated prior to this date in accordance with the provisions of paragraph C-9.
9. This agreement may be terminated by either party by providing written notice to the other party at least 30 days prior to the date of the proposed termination. In the event of termination, the parties will make good faith efforts to allow currently placed students to complete their placements.

The parties, by and through their duly authorized representative, indicate their willingness to be bound by the foregoing provisions by affixing their respective signatures below:

Amy Vinlove
Dean
School of Education
University of Alaska Fairbanks

David Vadiveloo Date _____
Superintendent of Schools
North Slope Borough School District

Anupma Prakash
Provost and Executive Vice Chancellor
University of Alaska Fairbanks

UAF TITLE IX REFERENCE & RESOURCE GUIDE

Placement in Off-Campus Educational Programs and Research Activities

DOCUMENT PURPOSE

The University of Alaska Fairbanks (UAF) affirms the commitment to a safe and healthy educational and work environment in which educational programs, employment, research activities, study abroad programs and other off-campus activities are free of sexual or gender-based discrimination (Title IX) by providing an environment in which students and employees can learn and work safely. Thus, efforts must be made to:

- I. Provide the safest environment possible at all times and in all locations and,
- II. Have reporting and responsive mechanisms in place and clearly communicated.

This reference guide has been created to accompany UAF students, employees and affiliates into off-campus activities with resources for reporting sexual or gender-based discrimination. This document provides several important definitions as well as the contact information of resources for those reporting instances of sexual or gender-based discrimination.

DEFINITIONS:

For detailed information on University of Alaska's Board of Regents Policy & Regulations 01.04 Sexual and Gender-Based Discrimination, go to: <http://alaska.edu/bor/policy-regulations/>

Sexual and gender-based discrimination can be committed by individuals of any gender, can occur between individuals of the same gender or different genders, can occur between individuals involved in intimate or sexual relationships, or can occur between strangers or acquaintances. Discrimination refers to being adversely treated or affected, either intentionally or unintentionally, in a manner that unlawfully differentiates or makes distinctions on the basis of an individual's sex or gender.

This includes, but is not limited to, unwelcome sexual advances, requests for sexual favors, unwanted and repetitive messages of a sexual or gender-based nature, unsolicited and unwelcome transmission of images of a lewd or sexual nature, or other verbal or physical conduct of a sexual nature that inhibits an individual's ability to learn or work.

- **Sexual Contact** includes contact with the breasts, buttock, groin, or genitals, or touching another with any of these body parts, or making another touch themselves with or on any of these body parts; or any other intentional bodily contact of a sexual nature. Sexual contact includes contact through clothing. Sexual contact does not include normal caretaker responsibilities.
- **Sexual Misconduct** includes rape, sexual assault, sexual battery, sexual exploitations, and other forms of non-consensual sexual activity.
- **Coercion** is the use of pressure to compel another person to engage in any sexual activity against that person's will. Coercion may include express or implied threats of physical, emotional, or other harm. Coercion invalidates consent.
- **Consent** is the voluntary, informed, un-coerced agreement through words or actions freely given, that a reasonable person would interpret as a willingness to participate in mutually agreed-upon sexual acts. Consensual sexual activity happens when each partner willingly and affirmatively chooses to participate. A person who is incapacitated cannot consent.
- **Dating Violence** is behavior(s) used to exert power and control over a dating partner. Examples of power and control may come in the form of emotional, verbal, financial, physical, or electronic media abuse.
- **Domestic Violence** is a pattern of coercive, controlling behavior in which one intimate partner uses physical violence, coercion, threats, intimidation and emotional, psychological, electronic media or economic abuse to control and change the behavior of the other partner.
- **Force** is the unwelcome use or threat (whether express or implied) of physical violence to compel another person to engage in any sexual activity against that person's will. Force invalidates consent.
- **Incapacitation** is when individuals are in a state or condition in which they are unable to make sound

decisions. This can be due to sleep, age, unconsciousness, alcohol, drug use, or mental and/or other disability. For example, someone who is unable to articulate what, how, when, where, and/or with whom the person desires a sexual act to take place is incapacitated.

- **Stalking** is repetitive and/or menacing pursuit, following, or interference with the peace and/or safety of an individual(s).
- **Retaliation** is adverse action or harassment against individuals who report sexual or gender-based discrimination, including sexual harassment or sexual assault, or who participate in the university's investigation and handling of such reports in any way.
- **Title IX Violation** is the collective term used for incidents involving discrimination, harassment, sexual harassment, sexual misconduct, stalking, dating violence, domestic violence, and/or retaliation and is covered under UA's Sexual and Gender-Based Discrimination Policy 01.04.
- **Hostile environment** is when discrimination under this sex and gender-based discrimination policy is sufficiently serious (i.e., severe, pervasive, or persistent) and is both subjectively and objectively offensive so as to deny or limit a person's ability to participate in or benefit from the university's programs, or to interfere with a university employee's ability to perform the employee's job.
- **Confidential Employee:** Any University employee who is a licensed medical, clinical or mental-health professional (e.g., physicians, nurses, physicians' assistants, psychologists, psychiatrists, professional counselors and social workers, and those performing services under their supervision), *when acting in his or her professional role* in the provision of services to a client who is a University student and (2) any University employee providing administrative, operational and/or related support for such health care providers in their performance of such services. Student employees, with the exception of those working in Residence Life, are not designated responsible employees at the University of Alaska.
- **Responsible Employee:** All University employees are required to report sexual misconduct to the Title IX office within 24 hours. Student employees working in Residence Life facilities are responsible employees. <http://www.alaska.edu/titleIXcompliance/responsible-employee/>

WHERE DOES THIS APPLY?

The rules of University of Alaska (UA) apply at all University owned or operated sites, University sanctioned events, clinical sites and during all academic or research related travel. If you experience or observe sexual or gender-based misconduct by any individual (UA student, employee, affiliate, unaffiliated or unfamiliar individual), we encourage you to report this to an instructor or internship coordinator. If you feel uncomfortable reporting misconduct to these individuals, there are additional contacts and resources listed in this document. You can contact as many or as few as you feel comfortable and necessary. University of Alaska takes immediate, effective, and appropriate action to respond to reported acts of gender discrimination, sexual harassment and sexual violence. As a UA student, employee and affiliate, you have many rights related to Title IX Regulations.

YOUR RIGHTS UNDER TITLE IX:

- You have the right to a fair, impartial, and prompt investigation of your complaint.
- You have the right to be protected from further discrimination, both while the investigation is happening, and after to assure that your academic environment is free of hostility.
- You have the right to an alternative placement to minimize any disruption to your academic progress, and other interim measures.
- You have the right to identify witnesses who can attest to the alleged discriminatory behavior.
- You have the right to be notified of any updates or delays, and outcomes regarding the investigation and any pertinent sanctions.
- You have the right to appeal.
- You have the right to be protected from retaliation if you report an incident.
- Reporting sexual harassment/sexual violence will not impact your University of Alaska standing.
- You have the right to file civil or criminal complaints, outside of the processes of the institution.

REPORTING OPTIONS:

Emergency Situation

- If you are on the UAF campus: call **911**
- If you are in the United States, but not on a UAF campus: call **911**
- If outside of the United States, call your campus police dispatch who will connect you directly with the party you wish to contact: 001-907-474-7721.
- Prior to traveling outside of the United States, familiarize yourself with emergency reporting protocols and numbers of that country. Have contact information readily available if the need arises.

Non-emergency Situation

Non-emergency situations are those in which there is no immediate threat of harm to you or another person, but you would still like to report an incident or are in need of assistance or counsel because an incident has already occurred.

Confidential or Anonymous Reporting Options:

If you are on a University of Alaska Fairbanks campus:

- UAF Resource and Advocacy Center 474-6360, <http://uaf.edu/rac/>
- Students only: UAF Student Health and Counseling 474- 7043, <http://www.uaf.edu/chc/>
- Employees only: Employee Assistance Program Counselors (800) 697-0353 or <http://www.alaska.edu/benefits/employee-assistance-progr/>
- Online reporting UAF Title IX Office at: <http://www.uaf.edu/titleix/>
- Online reporting UA Confidential Hotline: www.alaska.ethicspoint.com or 1-855-251-5719

Non-Confidential Reporting Options:

- **UAF Title IX Office (responsible employee):** (Online report can be anonymous)

Department of Equity and Compliance, Title IX coordinator Margo Griffith

Online Report: <http://www.uaf.edu/titleix/>

Phone: (907) 474-7300

Office Location: 355 Duckering Building, Fairbanks, AK 99775

Website: <https://www.uaf.edu/equity/>

- **Name of Department Contact (responsible employee):**

School of Education

Name: Amy Vinlove, Dean

Phone: 907-474-7341

Email: alvinlove@alaska.edu

Office Location: Gruening 713A

- **Center for Student Rights and Responsibilities (responsible employee):**

Phone: (907) 474-7317

Email: uaf-studentrights@alaska.edu

Office Location: 110 Eielson Building, Fairbanks, AK 99775

Website: <https://uaf.edu/csrr/>

National and International Resources

- **U.S. Department of State:**
 - *Students Abroad:* <https://travel.state.gov/content/studentsabroad.html>
Information on countries, locations of embassies/consulates, safety and security information
 - *Female Traveler:* <https://travel.state.gov/content/passports/en/go/Women.html>
 - *LGBTI Travel:* <https://travel.state.gov/content/passports/en/go/lgbt.html>
- **Cellular Abroad Travel Blog:** <http://www.cellularabroad.com/blog/>
- **United Nations:** Statistics on gender based violence <https://unstats.un.org/unsd/gender/vaw/>

- **International Domestic Violence and Abuse Agencies List:** <http://www.hotpeachpages.net/>
An international inventory of hotlines, shelters, refuges, crisis centers and women's organizations, searchable by country, plus an index of domestic violence resources in over 70 languages.
- **International Crime Victim Compensation Program:** <http://ovc.ncjrs.gov/findvictimservices/search.asp>
- **RAINN Sexual Assault Resources:**
 - **International:** <https://rainn.org/get-help/sexual-assault-and-rape-international-resources>
 - **National:** Provides confidential, one-on-one, crisis support 24/7, Phone: 800-656-4673, <https://rainn.org/get-help/national-sexual-assault-hotline/>
- **National Domestic Violence Hotline:** Available 24/7 for anyone experiencing domestic violence, seeking resources or information, or questioning unhealthy aspects of their relationship. Phone: 1-800-799-7233, Phone (TTY): 1-800-787-3224, <http://www.thehotline.org/>

IMPORTANT NOTES:

Privacy, Confidentiality and Responsible Employees

Given the personal nature Title IX violations, many victims are understandably reluctant to come forward. As such, it is particularly important that they understand how to report and how that report will be handled. Reports made to the confidential resources are confidential and can be anonymous. Except in rare, extreme circumstances, nothing will be shared with anyone outside of these offices without explicit permission. Information shared with other UAF offices is kept as private as possible, but some information will be shared with the Title IX coordinator, who is expected to be made aware of all reported Title IX violations. Reports of sexual and/or gender-based discrimination must be reported by employees to the Title IX office within 24 hours unless the employee is designated as a confidential resource.

Amnesty Protections for Reporters

The University strongly encourages all individuals to report incidents violating University of Alaska's Sexual and Gender-Based Discrimination policy regardless of whether the consumption of drugs or alcohol was involved. Therefore, students who act responsibly by reporting information about violations of Title IX policy to the appropriate authorities will not face University disciplinary action for their own possible drug or alcohol consumption in connection with the reported incident as detailed in the amnesty policy. Title IX also protects against retaliation, defined as adverse employment, academic or other actions against anyone reporting or participating in an investigation of Title IX allegations.

UAF GOALS AND EXPECTATIONS

Off-Campus Educational and Research Activities

UNIVERSITY OF ALASKA FAIRBANKS GOALS:

Provide a safe environment for students, faculty, and staff regardless of location. Ensure that students, faculty, and staff have appropriate access to resources to address and assist with the resolution of interpersonal conflicts of any nature, including but not limited to sexual or gender-based discrimination (Title IX). Enable rapid communication between the involved parties, the department, and other offices on campus with relevant expertise in the event of any such conflict.

EXPECTATIONS FOR PARTICIPANTS IN OFF-CAMPUS ACTIVITIES:

Students, employees and affiliates who participate in any University of Alaska (UA) program are expected to uphold the highest standards of professional conduct while involved in an off-campus educational or research activity. Furthermore, employees are obligated to remain in compliance with UA's Employee Conduct expectations and/or appropriate Union Collective Bargaining Agreement. Students are obligated to remain in compliance with UA's Student Code of Conduct.

All participants in off-campus educational and research activities are also expected to be aware, respect, and comply with the customs, cultural norms, expectations, and laws of the country that they are working in. Not only does this ensure a safe environment, it also ensures good relations between the local community and those attending or leading the off-campus educational and research activities. All participants are also expected to follow the UA Sexual and Gender-based Discrimination policies.

Given their position of authority, faculty and staff managing, accompanying or supporting students and others during off-campus educational or research activities are expected to maintain a safe working and learning environment by communicating, prior to travel/ commencement of the activity, the reporting and safety resources available to participants for reporting incidents, resolving any issues, remaining alert for evidence of misconduct, and setting a professional tone throughout the activity.

Faculty and staff not designated as confidential resources are required to report incidents to the Title IX office at their home campus within 24 hours. Informing a supervisor who is present on site is one appropriate action, but the reporter should be aware that additional reporting may be necessary to appropriately resolve the situation. Confirm that the report was submitted to the Title IX Office.

EXPECTATIONS FOR AN INTERNSHIP/ PROJECT COORDINATOR OR DEPARTMENT:

The Department, Internship Coordinator, Faculty or Program Manager will communicate a non-exhaustive list of resources for reporting incidents, resolving interpersonal conflicts of various natures to all participants in department sponsored field activities.

EXPECTATIONS FOR A THIRD PARTY EDUCATIONAL PROVIDER:

Third party providers will assist and cooperate with University of Alaska, as necessary, in any process or investigation related to Title IX policy and compliance responsibilities related to the obligations of University of Alaska as a public institution of higher education. Third party providers agree to take no action affecting any student placed at their agency that would be prohibited by Title IX.